

**REGULATIONS FOR THE PROVISION OF ROOM RENTAL SERVICES BY JAROCH  
PAKOS KANCELARIA RADCÓW PRAWNYCH S.C.**

**DEFINITIONS**

1. **Regulations** - these regulations govern the conclusion and execution of Agreements, including through electronic means, regarding the provision of room rental services. The current content of the Regulations is published on the website: <https://wynajemwroclaw.pl>.
2. **Kancelaria** – Marta Jaroch-Konwent and Agnieszka Pakos, conducting business as partners in a civil law partnership Jaroch Pakos Kancelaria Radców Prawnych s.c., NIP: 8971858043, REGON: 380898156, with its registered office in Wrocław, pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław.
3. **Property** – premises no. 1 located at ul. Kościuszki 17-19, 50-037 Wrocław, 4th floor.
4. **User** – a natural person who is at least 18 years old or a legal entity, as well as an organizational unit without legal personality, entitled to use the Room based on an Agreement concluded with the Kancelaria.
5. **Guest** – an entity that is not in any contractual relationship with the Kancelaria but is on the Property at the request or with the consent of the User.
6. **Parties** – the parties to the Agreement, i.e., the Kancelaria and the User.
7. **Consumer** – a User who is a natural person entering into an Agreement with the Kancelaria for purposes not directly related to their business or professional activity.
8. **Agreement** – an agreement concluded at the Kancelaria's registered office or remotely (online) with the User (including the Consumer) regarding the provision of room rental services by the Kancelaria. The content of the concluded Agreement includes the provisions of the Regulations, information about the selected Room, and the price list available on the website <https://wynajemwroclaw.pl>.
9. **Room** – rooms made available for a fee within the selected Package for the User and their Guests. Detailed data and appearance of the Rooms can be found on the website <https://wynajemwroclaw.pl>.

10. **Common Areas** – parts of the Property, including a kitchen equipped with household appliances detailed on the website <https://wynajemwroclaw.pl>; a bathroom, reception area, hall, and relaxation area.
11. **Package** – the type of service covered by the Agreement concluded between the Kancelaria and the User. The Package and its scope are defined on the website <https://wynajemwroclaw.pl>.
12. **Day** – means 10 clock hours within one calendar day.
13. **Price** – the specified amount expressed in money in the PLN currency (Polish złoty). All Prices visible on the website <https://wynajemwroclaw.pl> are gross prices, including value-added tax (VAT).
14. **Lowest Price** – the lowest Price of the Package that applied in the 30 days preceding the price reduction.

#### **GENERAL PROVISIONS**

15. These Regulations specify the rules and conditions for the provision of Room rental services and the rules and regulations for using the Rooms and Common Areas.
16. The Regulations apply to the User and Guests.
17. The Kancelaria declares that it holds a legal title to the Property entitling it to make the Rooms available to third parties.
18. The Kancelaria is not responsible for the program or the course of events organized in the Rooms by the Users, including the content presented during these events and the materials and publications used by the User or Guests.
19. Contact details for the conclusion and execution of the Agreement are:
  - 1) **Correspondence Address:** pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław.
  - 2) **Email Address:** rezerwacje@wynajemwroclaw.pl
  - 3) **Phone Number:** 606-964-060
20. The Kancelaria does not use price profiling. All price reductions associated with temporary promotions are identical for every person interested in the room rental services provided by the Kancelaria.

21. The Kancelaria may change the Prices of Packages, but such changes are not binding for Agreements concluded before the change. The Kancelaria also reserves the right to introduce new services for sale, conduct, and cancel promotional campaigns on the website <https://wynajemwroclaw.pl> or on social media profiles, or to make changes to them in accordance with the norms of the Civil Code and other legal regulations.
22. Information about promotions and reduced Prices is indicated on the website at <https://wynajemwroclaw.pl/oferta>. At the same time, when applying a price reduction, the Kancelaria will inform about the Lowest Price that applied in the 30 days preceding the reduction.
23. The Kancelaria allows Users to post reviews regarding the purchased Package only in the form of a review on the Google business profile at the following address: [https://www.google.com/maps/place/Wynajem+Sal+Wroc%C5%82aw/@51.1033363,17.0280597,16.54z/data=!4m6!3m5!1s0x470fc3086758ec27:0xaa6808238221f1fb!8m2!3d51.1029839!4d17.0287233!16s%2Fg%2F11vqm8\\_36x?hl=en&entry=ttu](https://www.google.com/maps/place/Wynajem+Sal+Wroc%C5%82aw/@51.1033363,17.0280597,16.54z/data=!4m6!3m5!1s0x470fc3086758ec27:0xaa6808238221f1fb!8m2!3d51.1029839!4d17.0287233!16s%2Fg%2F11vqm8_36x?hl=en&entry=ttu). The Kancelaria does not verify reviews but detects and reports false content when identified.
24. The Kancelaria does not engage in product ranking.

#### **ROOM RENTAL AGREEMENT RESERVATIONS AND PAYMENT TERMS**

26. The Agreement is considered concluded after the Room reservation has been made and fully paid. Room reservations and payments can be made:
  - 1) Remotely, by selecting the chosen Package on the website and clicking the "Pay" button and using the online payment platform;
  - 2) Via email or at the Kancelaria's office by filling out the Room reservation form, which constitutes Annex No. 1 to these Regulations, and making a payment in cash or by transfer to the bank account provided in email correspondence: [rezerwacje@wynajemwroclaw.wpl](mailto:rezerwacje@wynajemwroclaw.wpl), and sending a confirmation of the transfer by email;
27. Failure to make a payment within 24 hours of making the Room reservation will result in its expiration.

28. The Package is selected by the User when concluding the Agreement. The User may change the Package after the Agreement is concluded only with the explicit written consent of the Kancelaria.
29. The time of using the Room corresponds to full clock hours (60 minutes). The minimum time of using the Room is one clock hour. Access to the Rooms is possible from 8:00 AM to 6:00 PM. It is possible to arrange other hours of Room use than those indicated above, but this requires individual arrangements with the Kancelaria.
30. The condition for making the Room available is full payment for the reservation.
31. The Kancelaria is not liable if the User uses fewer hours of Room time than specified in the Agreement, and in particular, the User is not entitled to a reduction in fees resulting from the Agreement in such a situation.
32. The User has the possibility to change the reservation date at least 24 hours before the planned start of the Room rental. To do so, the User should contact the Kancelaria by phone or send the Kancelaria an email with a proposal for a new reservation date. The Kancelaria will change the reservation date and confirm the change in the reservation date by email to the User, provided that the new date proposed by the User is available in the reservation calendar.
33. Changing the reservation date is considered a change in the terms of the previously concluded Agreement. Any funds paid by the User are non-refundable and will be credited towards the new reservation date.
34. Except as indicated in paragraph 47, the Kancelaria does not allow the cancellation of the reservation and, therefore, the termination of the Agreement after it has been concluded.

#### **INFORMATION ABOUT THE ROOMS**

35. The Property consists of Rooms and Common Areas.
36. The User has the right to invite Guests.
37. Common Areas are available to each User and their Guests.

#### **ROOM HANDOVER**

38. Room handover is carried out by an authorized employee of the Kancelaria.

39. During the handover of the Room, the authorized employee of the Kancelaria will acquaint the User with the rules for using the Room and Common Area facilities and infrastructure.
40. After handing over the Room, the authorized employee of the Kancelaria will fill out a "Room and Other Premises Handover Protocol," the template of which constitutes Annex No. 2 to these Regulations.

### **OBLIGATIONS AND RIGHTS OF THE PARTIES**

41. The User is entitled to stay and use the Rooms and Common Areas under the terms specified in the Agreement and the Regulations.
42. The User is obliged to:
  - 1) Use the Room and Common Areas in accordance with their intended purpose, applicable law, and proper usage requirements, in particular, the User is required to comply with applicable fire safety regulations.
  - 2) Use the electrical, gas, water, computer, telephone networks, and other systems in the Property in a way that does not cause their destruction, pollution, overload, or other damage that prevents or hinders their use;
  - 3) Ensure that the use of the Rooms and Common Areas by them and their Guests does not interfere with the use by others entitled to do so;
  - 4) Take care to properly secure the Rooms and Common Areas as well as the items located within them against any damage, destruction, or loss;
  - 5) Return the Room in a condition not worsened beyond what results from normal wear and tear and bear the cost of restoring the Room to such a condition;
  - 6) Immediately inform the Kancelaria of all malfunctions or defects in the Rooms, Common Areas, as well as in the equipment;
43. The User has the right to use their multimedia equipment to the extent permitted by the Property and Room infrastructure, provided that this does not interfere with the

quiet use of the Rooms by other Users and does not violate the provisions of the Regulations.

44. The User is not entitled to transfer any rights and obligations arising from the Agreement to third parties, including in particular, the User may not sublet or allow free use of the Rooms.
45. The User is responsible for all damages caused in the Property by them or their Guests. However, the User may not, without the consent of the Kancelaria, independently repair defects, malfunctions, or damages. The Kancelaria may remove any defects, malfunctions, or other damages in the Rooms, Common Areas, and equipment located therein caused by the actions or omissions of the User or Guests. In such a case, the Kancelaria will charge the User for the cost of repairing the damage.
46. The Kancelaria is obliged to:
  - 1) Make the selected Room available to the User on the date and under the conditions specified in the Agreement;
  - 2) Promptly remove malfunctions or defects not caused by the User in a manner that allows the use of the Room and Common Areas on the date specified in the Agreement;
  - 3) Maintain order in the Rooms and Common Areas, except for cleaning up and disposing of catering waste, which is the responsibility of the User.

#### **TERMINATION OF THE AGREEMENT**

47. A User who is also a Consumer who has concluded an Agreement through electronic means is entitled to withdraw from the Agreement within 14 days of its conclusion in accordance with the provisions of these Regulations without giving any reason and without incurring any costs.
48. To meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer to send a statement of withdrawal from the Agreement before the withdrawal period expires. In this case, the Consumer should inform the Kancelaria of their decision to withdraw by submitting an unequivocal statement in writing to the Kancelaria's address, via the contact form, or by email to

rezerwacje@wynajemwroclaw.pl. The Consumer may use the form provided in Annex No. 3 to these Regulations, although using this form is not mandatory.

49. The Kancelaria will promptly confirm the receipt of the withdrawal statement to the Consumer by email or postal address provided by the Consumer, depending on the method of receipt of the statement.
50. The right to withdraw from an Agreement concluded outside the business premises or at a distance does not apply to the Consumer if the Kancelaria has fully performed the room rental service with the Consumer's explicit consent before the withdrawal period has expired. If the Consumer requested the commencement of services before the withdrawal period expired, they are obliged to pay the Kancelaria a fee for the room rental service proportional to the services provided up to the point when they informed the Kancelaria of their withdrawal from this Agreement.
51. A detailed instruction on the right to withdraw from the Agreement is included in Annex No. 4 to these Regulations.

#### **USE OF THE ROOM AND COMMON AREAS**

52. The User is obliged to use the Rooms and Common Areas, as well as the infrastructure and equipment located therein, in accordance with their intended purpose.
53. The User is obliged to maintain order and cleanliness in the occupied Room and Common Area.
54. The use of the Common Areas and the Room made available by the User and their Guests must not interfere with the use by other entitled persons.
55. The User is not entitled to place their advertisements, signs, or conduct any advertising or marketing activities in the Common Areas.
56. Common Areas equipped with household appliances indicated on the website <https://wynajemwroclaw.pl> are available to the User and their Guests free of charge unless otherwise specified in the Agreement.
57. The Kancelaria agrees to the User using catering services at their own cost and responsibility. The User is obliged to clean up and dispose of catering waste on their own.

58. Maintaining order in the Rooms, except for cleaning up and disposing of catering waste, is the responsibility of the Kancelaria.

### **INTERNET ACCESS**

59. The User and their Guests have unlimited wireless internet access on the Property.
60. Using the connection to download or share illegal materials is prohibited and may result in the immediate cessation of services.
61. The Kancelaria is not responsible for any possible damage resulting from the malfunctioning or incorrect operation of the internet connection if the incorrect operation of the connection is due to reasons on the side of the provider.

### **COMPLAINTS**

62. Complaints about services can be submitted by contacting the Kancelaria at the phone number 606-964-060, at the address pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, at the email address [rezerwacje@wynajemwroclaw.pl](mailto:rezerwacje@wynajemwroclaw.pl), and via the contact form available on the website <https://wynajemwroclaw.pl>.
63. The complaint should include, in particular, a description of the issue to which the complaint pertains, an email or traditional mail address to which the response to the complaint should be sent, as well as the User's preferred method of being informed about the resolution of the complaint.
64. The complaint will be reviewed and a response regarding its resolution will be provided without delay, no later than within 14 days from the date of submission of the complaint. The User will be informed about the resolution of the complaint in accordance with the data provided in the complaint submission.
65. The above content regarding complaint submission is an example, which the User does not have to use and does not affect the effectiveness of complaints submitted without following the recommended complaint description. In case of any deficiencies in the submitted complaint, the Kancelaria will ask the User to supplement them in accordance with the contact details provided in the complaint submission.

### **DISPUTE RESOLUTION**



66. Disputes between the User and the Kancelaria regarding the conclusion and performance of the Agreement will be resolved by a common court with jurisdiction over the registered office of the Kancelaria, and in the case of a Consumer – according to the jurisdiction arising from generally applicable laws.
67. A User who is a Consumer has the option of using out-of-court methods for resolving complaints and pursuing claims, including, in particular, the right to:
- 1) Apply to a permanent consumer arbitration court operating at the provincial inspectorates of the Trade Inspection with a request to resolve a dispute arising from the concluded agreement;
  - 2) Apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings to amicably resolve the dispute with the Kancelaria;
  - 3) Obtain free assistance in resolving a dispute with the Kancelaria in the form of free assistance from the county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection;
  - 4) Use the online platform for consumer dispute resolution (ODR platform), which is an interactive website through which the Consumer can submit their complaint. The ODR platform address is: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooselanguage>
68. Detailed information on the possibility of using out-of-court methods of resolving complaints by the Consumer can be found at: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentenckich.php)

#### **INFORMATION ON PERSONAL DATA PROCESSING**

69. The Kancelaria is the administrator of the personal data (within the meaning of the GDPR) of the User. The contact details of the Kancelaria are provided in the glossary.
70. Personal data mentioned in the above paragraphs are processed for the purpose of concluding and performing the Agreement under Article 6(1)(b) of the GDPR. After the Agreement is performed, personal data may be processed for the purpose of

pursuing or defending claims by the Kancelaria under Article 6(1)(f) of the GDPR for the duration of the limitation period for claims.

71. Providing personal data is necessary for concluding and performing the Agreement. Personal data processing on a broader scale may take place on the basis of voluntary consent (Article 6(1)(a) of the GDPR).
72. The User's data may be shared to the extent necessary to conclude and perform the Agreement.
73. Personal data provided to the Kancelaria is obtained directly from the User.
74. The Kancelaria processes the following personal data: name, contact details, identification numbers (in particular NIP), bank account numbers.
75. Personal data will not be used for automated decision-making, including profiling.
76. Persons whose data is processed by the Kancelaria have the right to access their personal data, rectify it, delete it, or limit its processing, as well as the right to object to its processing, the right to data portability, and the right to withdraw consent at any time to the extent that consent is the basis for data processing. Withdrawal of consent does not affect the legality of processing based on consent before its withdrawal.
77. Persons whose data is processed by the Kancelaria also have the right to file a complaint with the President of the Personal Data Protection Office.

#### **PROMOTIONAL CAMPAIGNS AND LOYALTY PROGRAM**

78. The Kancelaria allows Users to obtain additional discount codes enabling the purchase of Packages at a reduced Price through a promotional campaign or loyalty program.
79. Promotional campaigns involve granting a monetary or percentage discount on a Package that can be purchased through the website <https://wynajemwroclaw.pl/>. The Kancelaria may post a discount code on the website <https://wynajemwroclaw.pl/> or on social media profiles Facebook, LinkedIn, Instagram, or TikTok. The Kancelaria will also inform about the duration of the promotional campaign, which may apply for a specified time or until further notice.
80. The deadline for participating in the promotional campaign is determined by the conclusion of the Agreement in accordance with these Regulations.

81. The loyalty program involves the possibility of obtaining a discount code by a User who has recommended the Kancelaria's services and the person who, as a result of the recommendation, has entered into an Agreement with the Kancelaria.
82. Participation in the loyalty program is voluntary and free of charge but is conditional on the User providing consent during the reservation process on the website <https://wynajemwroclaw.pl/>.
83. A User who has joined the loyalty program receives from the Kancelaria, after the room rental service has been provided, an individual discount code via email to the address provided when making the reservation, which they can share with their friends. If this code is used and the person to whom it was provided enters into an Agreement with the Kancelaria, the User will receive from the Kancelaria a one-time discount code worth 10% to be used by the User.
84. The code provided to the User for sharing with friends cannot be used by the User.
85. To opt out of the loyalty program, the User should inform the Kancelaria via email at [rezerwacje@wynajemwroclaw.pl](mailto:rezerwacje@wynajemwroclaw.pl).
86. Promotional campaigns and the loyalty program are part of the marketing activities carried out by the Kancelaria, aimed at promoting Packages. The participant in the promotional campaign and the loyalty program can be a natural person who is at least 18 years old, a legal entity, or an organizational unit without legal personality.
87. The discount granted as part of a promotional campaign or loyalty program is calculated based on the gross value of the Package Price valid at the time the Agreement is concluded.
88. Discount codes do not accumulate.
89. The value of the discount is not exchangeable for cash.
90. The rules of the promotional campaign or Loyalty Program may change during their duration, with the proviso that this does not apply to Agreements concluded before the change.

Appendix 1 to the Regulations

on Room Rental by

Kancelaria Radców Prawnych Jaroch Pakos s.c.

### Room Reservation Form

**Name, Surname/Company Name:**

.....  
.....

**Personal Identification Number:**

.....

**Company Registration Number:**

.....

**Invoice Data (Name, Surname/Company Name, Address, NIP):**

.....  
.....  
.....

**Selected Package:** .....

**Room Usage Period:** .....

**I choose to use the room rental service before the expiration of the withdrawal period.**

**Additional Remarks:** .....

.....  
.....

**Date and Signature of the Authorized Person**

.....

.....  
.....

Appendix 2 to the Regulations

on Room Rental by

Kancelaria Radców Prawnych Jaroch Pakos s.c.

**Handover Protocol of Rooms and Other Premises**

**prepared on:** ..... **between:**

**Kancelaria:** Marta Jaroch-Konwent and Agnieszka Pakos conducting business as partners of the civil law partnership Kancelaria Radców Prawnych Jaroch Pakos s.c., NIP: 8971858043, REGON: 380898156, headquartered in Wrocław, pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, represented by: .....

.....

**User:**

.....  
.....  
.....

*Regarding: Room I / Room II / Room III Equipment of the Room.\**

.....  
.....

**Start Time:**

.....

**End Time:**

.....

**Remarks:**

.....  
.....  
.....  
.....

The protocol was prepared in two identical copies, one for each party.

.....

(Kancelaria)

.....

(User)

*\*choose the appropriate option.*

Appendix 3 to the Regulations

on Room Rental by

Kancelaria Radców Prawnych Jaroch Pakos s.c.

### **Withdrawal Form**

This form should be completed and sent only if you wish to withdraw from the Agreement.

The right to withdraw applies to the Consumer.

**To:** Kancelaria Radców Prawnych Jaroch Pakos s.c., NIP: 8971858043, REGON: 380898156,  
pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, email: rezerwacje@wynajemwroclaw.pl

**I hereby declare that I withdraw from the agreement concluded remotely regarding the rental of a room by the Kancelaria.**

**Date of Agreement Confirmation:** .....

**Consumer's Name and Surname:**

.....

**Consumer's Address:** .....

**Consumer's Signature (if the form is sent in paper version):**

.....

.....

**Date:** .....

Providing the above data is not mandatory but will significantly expedite the withdrawal process.

Appendix 4 to the Regulations

on Room Rental by

Kancelaria Radców Prawnych Jaroch Pakos s.c.

## **Instruction on the Right of Withdrawal**

### **I. Right of Withdrawal**

1. The Consumer has the right to withdraw from the Agreement within 14 days without giving any reason. The withdrawal period expires 14 days after the Agreement is concluded.
2. According to Article 38 of the Consumer Rights Act of May 30, 2014, the right to withdraw from an agreement concluded outside the business premises or remotely does not apply to contracts:
  - a. for the provision of services, if the entrepreneur has fully performed the service with the explicit consent of the consumer, who was informed before the service began that after the service was fully performed by the entrepreneur, they would lose the right to withdraw from the contract;
  - b. for the supply of digital content which is not supplied on a tangible medium, if the performance has begun with the consumer's explicit consent before the withdrawal period expired and after being informed by the entrepreneur about the loss of the right to withdraw from the contract.
3. To exercise the right of withdrawal, the Consumer must inform the Kancelaria (Kancelaria Radców Prawnych Jaroch Pakos s.c., pl. Tadeusza Kościuszki 7-8/1, 50-028 Wrocław, phone: 606-964-060, email: rezerwacje@wynajemwroclaw.pl) of their



decision to withdraw from this Agreement by an unequivocal statement (in particular, a letter sent by mail or email).

4. The Consumer can use the withdrawal form, which is Appendix 1 to these Regulations, but it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient to send the statement of withdrawal before the withdrawal period expires as specified in point one.
6. If the Consumer requested the commencement of services before the withdrawal period expired, they lose the right to withdraw from the moment the service is fully performed.

## **II. Effects of Withdrawal**

In the event of withdrawal from this Agreement, the Kancelaria will refund all payments received from the Consumer immediately, and in any case no later than 14 days from the day the Kancelaria is informed of the Consumer's decision to withdraw from this Agreement. The refund will be made using the same payment methods as those used by the Consumer unless the Consumer has expressly agreed otherwise. The Consumer will not incur any fees related to the refund of their payments.

If the Consumer requested the commencement of services before the withdrawal period expired, they are obliged to pay the Kancelaria a fee for the Room rental in proportion to the services provided until the moment the Kancelaria is informed of the withdrawal from this Agreement.